

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO.:**

IVAN FEDERICO DOMINGUEZ,

Plaintiff,

v.

METRO PREVENTIVE PLUMBING  
MAINTENANCE INC.,  
MICHAEL A CIOFFOLETTI,

Defendants.

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**COMPLAINT**

*{Jury Trial Demanded}*

Plaintiff, IVAN FEDERICO DOMINGUEZ (“Dominguez”), brings this action against Defendants, METRO PREVENTIVE PLUMBING MAINTENANCE INC. (“Metro”) and MICHAEL A CIOFFOLETTI (“Cioffoletti”), and alleges as follows:

1. This is an action arising under the Fair Labor Standards Act 29 U.S.C. §§ 201-219 (“FLSA”). Jurisdiction is conferred on this Court by 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).
2. At all times material hereto, Dominguez was a resident of Florida and an “employee” of Defendants as defined by the FLSA.
3. At all times material hereto, Metro was a Florida corporation that regularly transacted business in South Florida.
4. Cioffoletti is an FLSA employer as defined in 29 U.S.C. § 203(d), is an owner and/or manager of Metro, ran the day-to-day operations and had operational control over Metro, and was directly involved in decisions affecting duties, employee compensation, and hours worked by employees, such as Dominguez.

5. Metro's business involves plumbing services.
6. Defendants have employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce including but not limited to computers, phones, pens, and paper.
7. Upon information and belief, Metro's gross sales or business done was in excess of \$500,000 per year at all times material hereto.
8. Metro was an enterprise engaged in commerce or the production of goods for commerce and is covered by the FLSA at all times material hereto.
9. Dominguez worked for Defendants as a plumber.
10. Defendants failed to pay Dominguez's full and proper overtime wages.
11. Defendants knowingly and willfully refused to pay Dominguez's legally-entitled wages.
12. Attached as **Exhibit A** is a preliminary calculation of Dominguez's claims. These amounts may change as Dominguez engages in the discovery process.
13. Dominguez retained the services of the undersigned and is obligated to pay for the legal services provided.

**COUNT I**  
**VIOLATION OF THE FAIR LABOR STANDARDS ACT**  
**AGAINST ALL DEFENDANTS**

14. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1-13 above as if set forth herein in full.
15. Plaintiff alleges this action pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 216 (b), that Plaintiff is entitled to: (i) time-and-a-half overtime pay and (ii) liquidated damages pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq.

16. Plaintiff seeks recovery of damages as referenced above and further seeks interest, costs, and attorneys' fees pursuant to 29 U.S.C. § 216(b).

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, plus costs, reasonable attorneys' fees, and such other remedy as the court deems just and appropriate.

Respectfully submitted,

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